



Hayli Dickey (UT-16273)
INTERMOUNTAIN LEGAL P.C.
2159 South 700 East
Salt Lake City, UT 84106
Telephone: (801) 970-2800
Facsimile: (801) 951-4901
Email: hdickey@intermountainlegal.net

Attorney for Kevin Clark

**IN THE SECOND JUDICIAL DISTRICT COURT
DAVIS COUNTY, STATE OF UTAH, FARMINGTON DISTRICT**

In the Matter of the Marriage of:

KEVIN TERRY CLARK,

Petitioner,

and

EMILY VIRGINIA CLARK,

Respondent.

DECREE OF DIVORCE

Case No. 254700836

Judge Jennifer Valencia

Commissioner Julie Winkler

The Court, having entered its *Findings of Fact and Conclusions of Law*, now hereby
ORDERS, ADJUDGES, and DECREES as follows:

DISSOLUTION OF MARRIAGE

1. The parties are hereby awarded a *Decree of Divorce* due to irreconcilable differences, forever dissolving the bonds of matrimony heretofore existing between them, to become final upon signature and entry.

MINOR CHILDREN

2. There were two (2) minor children born during the course of the parties' marriage, to wit: T.M.C., born May 2012, and B.N.C., born December 2017.

CUSTODY AND PARENT-TIME

3. Legal Custody. The parties are hereby awarded joint legal custody of their minor children pursuant to the Parenting Plan herein.

4. Physical Custody. Father is hereby awarded sole physical custody of the minor children.

5. Mother's Parent-Time. The parties currently reside approximately 235 miles apart. For so long as the parties reside more than twenty-five (25) miles from one another, Mother shall exercise parent-time every other weekend, except when such parent-time conflicts with Father's holiday or summer parent-time. While the minor children reside in Bryce Valley and attend a school that is not in session on Fridays, Mother's weekend parent-time shall begin on Thursday at 7:00 p.m. and end on Sunday at 5:00 p.m. If the minor children attend a school that is in session on Fridays, Mother's weekend parent-time shall begin on Friday at 7:00 p.m. and end on Sunday at 5:00 p.m.

a. If at any time the parties reside within twenty-five (25) miles of one another, the parties shall exercise joint physical custody of the minor children pursuant to a schedule that provides each party with substantially equal parent-time. The parties shall participate in mediation to determine and agree upon the specific joint physical custody schedule to be implemented.

6. Holiday Parent-Time. Holidays should be as the parties agree. If the parties cannot agree, the holidays shall be shared as follows:

HOLIDAY	EVEN YEARS	ODD YEARS
Spring Break (1) Holiday begins at 7 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 5 p.m. on the day before school resumes.	Mother	Father
Easter (1) Holiday begins at 7 p.m. on the Friday before the holiday. (2) Holiday ends at 5 p.m. on the day of the holiday.	Mother	Father
Mother's Day (1) Holiday begins at 7 p.m. on the Friday before the holiday. (2) Holiday ends on Mother's Day at 5 p.m.	Mother	Mother
Father's Day (1) Holiday begins at 7 p.m. on the Friday before the holiday. (2) Holiday ends on Father's Day at 5 p.m.	Father	Father
Independence Day (1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5 th at 6 p.m.	Mother	Father
Pioneer Day (1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Father	Mother
Fall Break (1) Holiday begins at 7 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 5 p.m. on the day before school resumes.	Mother	Father
Thanksgiving (1) Holiday begins on the Wednesday before the holiday at 7 p.m. (2) Holiday ends at 5 p.m. on the day before school resumes.	Father	Mother
Winter Break (First Half) (1) Holiday begins at 7 p.m. on the day on that school dismisses for winter break; or	Mother	Father

(2) Holiday ends on December 27th at 7 p.m.		
Winter Break (Second Half) (1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 5 p.m. on the day before school resumes.	Father	Mother

7. Summer Parent-Time. The parties shall exercise summer parent-time on an alternating two (2)-week-on, two (2)-week-off basis. Summer parent-time shall begin at 6:00 p.m. on the first Friday following the last day of school. The parties shall alternate each year which parent receives the first two (2)-week period of summer parent-time. Thereafter, the children shall be exchanged every other Friday at 6:00 p.m. throughout the summer.

a. The alternating summer parent-time schedule shall end at 6:00 p.m. on the final Friday before school resumes. On that Friday, the children shall be with, or exchanged to, Father, regardless of which parent would otherwise be exercising parent-time under the alternating summer schedule. The parties shall thereafter resume their regular parent-time schedule.

b. The summer parent-time schedule shall be subject to the parties' holiday parent-time schedule, which shall take priority in the event of any conflict. The parties shall reasonably consider the children's scheduled summer activities, extracurricular activities, and sports and shall cooperate in facilitating the children's attendance and participation in those activities during each party's respective parent-time.

c. Father shall receive the first two (2)-week period in even years, and Mother shall receive the first two (2)-week period in odd years.

8. Parent-Time Exchanges. Parent-time exchanges shall occur at an equidistant midpoint between the parties' respective residences unless otherwise agreed in writing. In the

event either party relocates, the exchange location shall be recalculated based upon the parties' then-current residences. Exchanges shall occur on a "curbside" basis. Each party shall remain in their vehicle and shall not approach the other party's vehicle or residence. The parties shall have no in-person verbal communication during exchanges. Each party shall have a grace period of up to fifteen (15) minutes for arrival. If a party anticipates being more than fifteen (15) minutes late, that party shall provide prompt notice to the other parent through Our Family Wizard ("OFW").

9. Third-Party Transportation. Either party may designate a responsible third party known to the child(ren) and with whom the child(ren) are comfortable to facilitate parent-time exchanges.

PARENTING PLAN

10. Communication Between Parents. All communication between the parents regarding the children shall occur exclusively through the OFW application and shall be directly between the parents. The parents shall use the Calendar and Receipts options in the application to notify each other of the children's events and exchange receipts regarding the children's expenses. The parents shall communicate only regarding child-related issues and the implementation of the terms of the *Decree of Divorce* and shall not rehash past disagreements or events. The parents shall not use the children as messengers and shall not communicate with or through the children regarding scheduling changes, parent-time issues, or disputes. The children shall never be involved in parent communications. The parties may, however, communicate via phone or text message for emergencies or day-of parent-time issues. The parties may also communicate through OFW regarding implementation and compliance with the terms of the *Decree of Divorce*, including coordination necessary to effectuate its provisions.

11. Notification of Child's Illness. The parties shall notify one another of any illness that the minor child(ren) experience during parent-time. They shall also keep one another informed of any medications prescribed for the child(ren), as well as any scheduled appointments with medical, dental or mental health professionals. Neither party will schedule appointments for the minor child(ren) to occur during the other parent's parent-time without the consent of that parent.

12. Notification of Medical Emergency. In the event of a medical emergency involving the minor child(ren), each party shall make a reasonable effort to contact, and consult with the other party. Such reasonable effort shall include calling the other party's work, home, and cell phone, and leaving a message describing the emergency and location of the minor child(ren).

13. School and Medical Records. Both parties shall have unfettered access to all school and medical records and/or reports.

14. School Residence. Father's residence shall be designated as the minor children's residence for school enrollment and educational purposes. Father may relocate from Bryce Valley in the future, and upon such relocation, the minor children shall be enrolled in the school corresponding with Father's new residence.

15. Communication with the Minor Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the minor children. Until such time as the child(ren) have their own personal communication device, telephone or virtual communication with the child(ren) shall be facilitated through Our Family Wizard. Neither parent shall initiate telephone or virtual communication with the child(ren) after 8:00 p.m., absent emergency circumstances or mutual agreement of the parties.

16. Children's Phones. The child(ren) shall not be provided with their own personal cellular telephone or similar independent communication device prior to attaining the age of fourteen (14) years, unless otherwise agreed in writing by the parties or ordered by the Court.

17. Day-to-day Decisions. Day-to-day decisions regarding the care, control, and discipline of the children shall be made by the parent with whom the child is residing at the time.

18. Dispute Resolution Mechanism: The parties shall discuss, in OFW, all other significant decisions regarding the children, including, but not limited to, the children's education, health care, and religious upbringing. Specifically, the parents shall exchange information concerning the health, education, and welfare of the children, and where possible, confer before making decisions concerning any of these areas. In the event the parties are unable to reach a mutual agreement after making good-faith efforts to confer, Father shall have final decision-making authority. Exercise of final decision-making authority shall not limit or waive Mother's right to motion the Court to review and rule upon the decision regarding the children, considering the best interests of the children and based upon the preponderance evidentiary standard.

19. Emergency Decisions. Each party may make emergency decisions regarding the health and safety of a child without first obtaining the consent of the other party, however, they shall immediately notify the other party in writing in the event of such an emergency, both as to the nature of the emergency and any emergency decision that has been made. Mutual decision-making shall resume pursuant to the foregoing Dispute Resolution Mechanism, however, as soon as reasonably practicable.

20. Travel. If a parent plans to travel with the children overnight, or is arranging for the children to travel with a third party, sports team, religious group, school group or friends, the parent arranging the travel will provide the other parent with:

- a. an itinerary of the travel dates;
- b. destinations;
- c. places where the travelling parent can be reached;
- d. names of persons who will be traveling with the children; and
- e. contact information for the locations where the children will be staying.

21. Right of First Refusal. If either party is unable to personally provide care for the minor children overnight during his or her scheduled parent-time and intends to leave the minor children in the care of a third party, that party shall first offer the other parent the opportunity to care for the minor children overnight. If a parent wants to exercise their Right of First Refusal, they must respond and confirm within twenty-four (24) hours after receiving the option.

- a. Any exercise of the right of first refusal shall not interfere with the minor children's school attendance or result in the children missing or being late for school. The parent exercising the right of first refusal shall be solely responsible for all transportation necessary to exercise the additional parent-time, including picking up and returning the minor children once the other parent is available to provide direct care.

22. No Abuse of Drugs or Alcohol. The parents shall not permit the children to be in the presence of anyone, including the parents themselves, who is abusing alcohol or using illegal drugs.

CHILD SUPPORT

23. Father's Income. Father is currently employed and has a monthly gross income of

\$4,129.

24. Mother's Income. Mother is currently employed and has a monthly gross income of \$1,977.

25. Child Support Award. Pursuant to the Utah Uniform Child Support Guidelines § 81-6-204, the parties' respective incomes, and a Sole Custody Worksheet, Mother is hereby ordered to pay Father child support in the amount of \$425 commencing upon entry of the *Decree of Divorce*.

a. Mother should pay one-half of the monthly child support obligation on or before the 5th day of each month, and the remaining one-half on or before the 20th day of each month. Either party may, at their election, apply for and utilize the services of ORS for the collection and enforcement of child support. The use of ORS is not required as a condition of the *Decree of Divorce*.

26. Arrears. Father waives any claim for child support arrears accrued prior to the execution of the *Stipulation*. Neither party owes the other any child support arrears through the date the *Stipulation* is fully executed, and each party waives any claim for such arrears.

27. Termination of Child Support. Pursuant to Utah Code § 81-6-213, unless the Court orders otherwise, support for a child terminates at the time (i) the child becomes eighteen (18) years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (ii) the child dies, marries, becomes a member of the armed forces of the United States, or is otherwise emancipated in accordance with Utah Code §78A-6-801 et seq.

28. Modification of Child Support. Under Utah Code § 81-6-212, a party has a right to modify this child support order at any time by petition if there has been a substantial change in

circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others; and if the change is not of a temporary nature and it results in a 15% or more difference between the amount previously ordered and the new amount of child support calculated using the appropriate child support worksheet. Additionally, the parents shall have a right to adjust this child support order by motion after three (3) years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code § 62A-11-306.2, if the child receives TANF funds at the time an adjustment is sought, the Office of Recovery Services should review the order, and if appropriate, move the court to adjust the amount. In any proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

HEALTH INSURANCE & MEDICAL EXPENSES

29. Health Insurance. Pursuant to Utah Code § 81-6-208, the parties shall maintain and equally pay for the health insurance premium for the benefit of the minor children so long as it is available at reasonable cost through employment of either party, government subsidy, public assistance, or otherwise, and so long as it is required by law, but at least until the child(ren) shall

reach the age of majority and complete high school with his/her usual class, marry, or otherwise becomes emancipated, whichever shall first occur.

30. Calculating the Child's Portion of the Premium. The child(ren)'s portion of the premium is a per capita share of the premium actually paid. The premium expense for the child(ren) shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case.

31. Verification of Coverage. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Section 601 *et seq.*, upon initial enrollment of the children, and thereafter on or before January 2nd of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Section 601 *et seq.*, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

32. Medical Expenses. Each party shall pay fifty percent (50%) of any deductible amounts and fifty percent (50%) of all non-covered medical and dental expenses for the minor children. The party who incurs the medical expense shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment. In addition to other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expenses or to receive reimbursement for covering the expenses if he/she fails to provide verification of the payment of those medical expenses in a timely manner.

33. Designation of Primary & Secondary Health Insurance Coverage. Pursuant to Utah Code § 81-6-208(3)(c), if, at any point in time, the dependent children are covered by the

health, hospital, or dental insurance plans of both parties, the health, hospital, or dental insurance plan of Father shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Mother shall be secondary coverage for the dependent children. If a parent marries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the married parent and shall retain the same designation as the primary or secondary plan of the dependent children.

CHILDCARE EXPENSES

34. Childcare Expenses. The children are of such age that they do not require childcare services and therefore the parties may not seek childcare reimbursement from the other.

SCHOOL & EXTRACURRICULAR ACTIVITIES & EXPENSES

35. Extracurricular Activities. Each parent shall share equally the cost of any extracurricular activities incurred on behalf of the minor children that are agreed-upon in advance and in writing by both parents.

a. The parent who directly pays for such expenses shall provide a receipt or other written verification of payment to the other parent within thirty (30) days. The party who received the receipt or other written verification of payment shall reimburse their ½ portion to the other parent within thirty (30) days.

b. A party shall not unreasonably withhold consent for the child to participate in extracurricular activities, and the parties will work together to ensure that both children are able to continue to meaningfully participate in the activities and sports that they are currently involved in.

CHILD TAX EXEMPTIONS

36. Right to Claim Exemptions. To the extent permitted by applicable federal and state tax law, the parties shall allocate between them any dependency-related tax credits, deductions, exemptions, and other tax benefits that may lawfully be claimed or allocated with respect to the minor children. Father shall be entitled to claim B.N.C., and Mother shall be entitled to claim T.M.C., each tax year. When only one (1) minor child remains eligible to be claimed, the parties shall alternate claiming that child, with Father entitled to claim the child in even-numbered tax years and Mother entitled to claim the child in odd-numbered tax years.

a. Each party shall timely execute and provide any documents reasonably necessary to effectuate the allocation set forth above, including IRS Form 8332 or any successor form, but only to the extent such tax benefit may lawfully be released or allocated to the other party.

MARITAL PROPERTY

37. Real Property. The parties acquired an interest in real property during the course of the marriage located at: 1352 W. 1800 N., Clinton, UT 84015 (“Marital Home”).

38. Marital Home. The Marital Home is hereby awarded to Father for his exclusive use, possession, and control. Father shall be solely responsible for all mortgage payments and other payments associated with the Marital Home, including all utilities, maintenance, and other expenses related to the Marital Home, and shall hold Mother harmless therefrom.

39. Quit Claim Deed. Within seven (7) days after execution of the *Stipulation*, Mother shall execute and deliver to Father a Quit Claim Deed conveying to Father all of her right, title, and interest in the Marital Home.

40. Listing and Sale. Father shall use reasonable efforts to sell the Marital Home as soon as practicable, either through a cash sale or by listing the Marital Home with a licensed real

estate agent of his choosing. Father shall have sole authority to determine the manner and terms of the sale and to accept an offer for the Marital Home. Father shall be solely responsible for the cost of any repairs, maintenance, or other work reasonably necessary to prepare the Marital Home for sale and shall indemnify and hold Mother harmless from any such costs or expenses

41. Distribution of Sale Proceeds. Upon the sale of the Marital Home, the proceeds from the sale shall be distributed in the following order of priority:

- a. First, payment of all costs associated with the sale of the Marital Home, including real estate commissions, closing costs, and other customary costs and fees;
- b. Second, satisfaction of the mortgage and any other liens, encumbrances, or loans secured by the Marital Home;
- c. Third, payment of any outstanding federal or state tax liabilities owed jointly by the parties, including any amounts owed to the Internal Revenue Service and State of Utah;
- d. Fourth, payment of any outstanding debt related to the 2019 Honda Pilot;
- e. Fifth, repayment to Terry Clark of any loans or payments made toward or for the benefit of the Marital Home;
- f. Sixth, after payment of the foregoing obligations, all remaining proceeds shall be awarded solely to Father, free and clear of any claim by Mother.

42. Other Personal Property. The parties acquired various items of personal property both prior to and during the marriage. Except as otherwise expressly provided herein, each party is hereby awarded all personal property currently in his or her possession or control, free and clear of any claim by the other party. Each party shall be solely responsible for any debt or obligation associated with the personal property awarded to him or her and shall indemnify and

hold the other party harmless therefrom. Father is hereby awarded all personal property remaining at the Marital Home, free and clear of any claim by Mother.

43. Retirement Accounts. The parties did not acquire any pensions, retirement benefits, 401(k)s, IRAs, and/or deferred compensation plans during the marriage.

44. Financial Accounts. The parties acquired various checking, savings, and other financial accounts prior to and during the marriage. Each party is hereby awarded all financial accounts held in his or her individual name, free and clear of any claim by the other party.

MARITAL DEBTS AND OBLIGATIONS

45. Debts and Obligations. The parties acquired various debts and obligations during the course of the marriage, which are hereby divided as follows:

a. The RC Willey account was included in the parties' bankruptcy and that the associated debt was discharged. There is a possibility that the creditor may seek return or surrender of any property securing the discharged obligation. Any furniture, appliances, electronics, or other items obtained through the RC Willey account and currently in Mother's possession, namely one (1) TV and two (2) couches, are hereby awarded to Mother as her sole and separate personal property. Mother shall be solely responsible for responding to or complying with any lawful demand for return or surrender of such property and shall indemnify and hold Father harmless from any claim, loss, cost, or liability arising therefrom.

b. Any outstanding federal or state tax liabilities of the parties shall be paid and satisfied from the proceeds of the sale of the Marital Home, as provided in the Real Property section herein. To the extent any such tax liabilities require periodic or monthly payments before the sale of the Marital Home and satisfaction of the liabilities from the

sale proceeds, Father shall be solely responsible for timely making all required payments as they become due. Father shall remain responsible for such payments until the outstanding tax liabilities are paid in full from the proceeds of the sale of the Marital Home.

c. The parties' general unsecured marital debts were discharged in bankruptcy in September 4, 2025. Except as otherwise specifically provided herein, each party shall be solely responsible for any debt incurred in his or her individual name after that date and shall indemnify and hold the other party harmless therefrom.

46. No New Debts. Neither party shall incur any other debts, obligations or liabilities on the other party's credit or do anything for which the other party may be legally liable. Each party shall indemnify and hold the other harmless from loss and/or liability from the debts assigned herein, and their associated obligations or liabilities which may exist or come into existence in violation of the foregoing. Pursuant to Utah Code § 15-4-6.5, the parties shall provide a copy of the parties' *Decree of Divorce* to all creditors of the parties existing at the time of the entry of the *Decree of Divorce*.

ALIMONY

47. Alimony. The parties are fully capable of supporting themselves. Therefore, no alimony shall be awarded now or in the future.

MUTUAL RESTRAINING ORDERS

48. The parties shall not defame, demean, belittle, slander, badmouth, or disparage the other to third parties or on any social media.

49. Both parties are hereby restrained from saying or doing anything including, but not limited to, speaking derogatorily about the other parent or speaking to the child about the issues in this case or from attempting to influence the child's preference regarding custody or parent-time.

50. Both parties are hereby restrained from defaming, demeaning, belittling, slandering, badmouthing, or disparaging the child, the other party, or the other party's family members, to third parties, or on any social media, including liking, following, posting, sharing, or otherwise promoting or distributing any content which could be perceived as violating any of the above provisions.

51. Neither party shall use the minor children as messengers to convey information, documents, or requests between the parents. The parties shall not discuss litigation matters, parental disputes, financial issues, or other disagreements in the presence or hearing of the children, nor shall either party make negative or disparaging remarks about the other parent in the children's presence.

52. Both parties are hereby mutually restrained from inducing or allowing a third party to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or a party shall remove the child from such circumstances.

MISCELLANEOUS PROVISIONS

53. Name Change. Mother shall be restored to the use of her maiden name "McDonald," if she so desires.

54. Execution of Deeds. Each party shall execute such deeds, contracts, agreements, or other conveyances as may be necessary to carry out the terms of the *Decree of Divorce*, within

sixty (60) days of entry. Should a party fail to comply within sixty (60) days of entry, the other party may bring an order to show cause at the expense of the disobedient party and seek that the court appoint some other person to execute the document, pursuant to Utah Rule of Civil Procedure 70 (2024). Any document executed pursuant to Rule 70 (2024) will have the same effect as if executed by the disobedient party.

55. Attorney Fees. Each party shall pay his or her own reasonable attorney fees and costs incurred herein.

56. Failure to Comply. In the event that either party fails to comply with his or her obligations ordered hereafter, the party who failed to comply shall be liable to the other party for all reasonable expenses, including attorney fees, incurred in the enforcement of the obligations created by the Court's orders.

****THIS DOCUMENT CONSTITUTES A BINDING ORDER OF THE COURT WHEN IT BEARS THE JUDGE'S SEAL AT THE TOP OF THE FIRST PAGE****

APPROVAL AS TO FORM BY:

/s/ Emily Clark*

EMILY CLARK

Respondent, Pro Se

*Written authorization to affix electronic signature on record with e-filer.

RULE 7(j) NOTICE

Pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, a true and correct copy of the above **DECREE OF DIVORCE** was served by the means indicated in the Certificate of Service attached hereto, on August 28, 2026, to the parties indicated therein. Notice of objections to this order must be submitted to counsel within seven days after service. Should no objections to this order be submitted to counsel within seven days after service, this Order should be presented to the Court for entry and signature.

/s/ Hayli Dickey
HAYLI DICKEY
Attorney for Kevin Clark

CERTIFICATE OF SERVICE

I certify that on August 28, 2026, I served a true and correct copy of the foregoing **DECREE OF DIVORCE** with the Court causing service to be effectuated on the following via method indicated:

Emily Clark
Respondent, Pro Se
evclark09@gmail.com

/s/ Jen Linschoten